

## WEST VALLEY CITY PARKS and RECREATION FARMERS MARKET REQUIREMENTS and AGREEMENT

Farm Name: \_\_\_\_\_

Grower's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

List of produce/product to be sold (required):

\_\_\_\_\_  
\_\_\_\_\_

Value-Added Foot Items (permission granted on a case by case basis): \_\_\_\_\_

1. The Market will be open to the general public and price, terms of sale, etc. are between buyer and seller only.
2. The Market, located at Centennial Park, 5405 West 3100 South, West Valley City will run every Saturday beginning July 28, 2018 and ending on October 27, 2018.
3. In order to participate, each seller must pay \$120.00 a season for each booth space. This will make farmers eligible for any market days held during 2018 provided other terms of agreement are complied with. Space preference will be given to full season fruit and vegetable growers. Vendors may apply for week-week spaces for \$15.00 per day (Depending on availability). *Full season sellers who do not plan to participate continuously must notify West Valley City Parks and Recreation of the weekends they will be absent.* All fees are to help defray cost of promotion and set-up expenses.
4. All sellers agree to keep display and vehicles within prescribed boundaries of the space they rent.
5. All sellers must agree to abide by fair business practices as defined by Utah State Consumer Sales Practices Act.
6. All sellers must agree to bring high quality products for sale which they or their employer have grown in Utah. There is no sales tax required if vendor is selling only agricultural produce grown by him/herself. If a vendor is selling any items that are value added, all items sold including raw and fresh produce are subject to sales tax. **No brokers allowed.** *For this market's purposes, a broker is defined as someone who buys and resells produce.*
7. In order to protect the integrity of the provision in the tax code exempting agricultural sales from sales tax, West Valley City reserves the right to cancel the agreement of any seller judged by West Valley City in its sole discretion to be in violation of these guidelines.
8. All sellers are expected to keep their area clean and free from debris. All food products must be displayed at least 6" off of the ground. Individuals offering food samples must have a Salt Lake County food handler's permit and have a copy of the permit posted in their booth. A copy must also accompany the signed market contract. Vendors and/or their employees offering samples must follow all sampling requirements as outlines by the Utah Health Department. Vendors selling prepackaged foods must register with the Utah Dept of Ag & Food. A copy

of this registration must accompany your contract and rental payment. Your registration must also be available at the market for inspection. **Vendors are not allowed to bring pets to the market.**

9. West Valley City is not liable for any injury, theft or damage to either the buyer or seller, or their property arising out of or pertaining to preparation for or participation in the Market Day whether such injury, theft or damage occurred prior, during, or after such Market Day. Seller further agrees to indemnify and hold West Valley City harmless from and against any claims for such injury, theft, or damage. West Valley City requires that each grower have sufficient liability insurance (\$1,000,000 each occurrence) to cover their exposure at the market. (Weekly, special event insurance may be available through City insurance brokers for an additional fee.) For those Vendors needing insurance, Special Event Insurance may be available through the City, contact John Brubaker for more information.
10. The seller assumes full liability for the products he markets or sells and hereby agrees to hold West Valley City harmless from and against any claim of injury or damage by any buyer, seller, or other persons resulting from the use, consumption, disposition, display, or marketing of seller's product.
11. Seller agrees to adhere to all laws, ordinances and regulations of the State of Utah, Salt Lake County, and West Valley City.
12. Required sales tax collections and remittances are the sole responsibility of the grower. **Vendors planning to sell value-added items must include SSN and/or Sales Tax or Tax Exempt # with this contract. Reminder: permission to sell any value-added products must be obtained prior to submitting contract.**

Date	Seller Signature
------	------------------

Sales Tax # or Tax Exempt # or Social Security #: \_\_\_\_\_

**Annual Fee Calculation:**

# of Spaces	Amount Due
1	\$120
2	\$240
3	\$360

Subtotal: \_\_\_\_\_

Late Fee \$40: \_\_\_\_\_ (if submitted after April 30)

**Total Amount Paid:** \_\_\_\_\_

**A \$40 LATE FEE WILL BE ADDED TO PAYMENTS FOR BOOTH SPACE MADE AFTER APRIL 30.**

A map indicating your space assignment will be mailed with your payment receipt.

**FOR QUESTIONS PLEASE CONTACT JOHN BRUBAKER (801) 509-1964, email: [john.brubaker@wvc-ut.gov](mailto:john.brubaker@wvc-ut.gov).**